

Bill To:  
State of Idaho  
\*\*\*\*

Send invoices to the address listed  
below or as indicated in the  
comments or instructions field  
Boise, ID 83720-0075



State of Idaho

THIS NUMBER MUST APPEAR  
ON ALL DOCUMENTS

Participating Addendum

Participating Addendum  
PADD1013

Various State Agencies  
DELIVER Located throughout Idaho  
TO: \*\*\*\*  
Various, ID 83701

Date: Wed Sep 22, 2004

F.O.B: Destination

Terms:

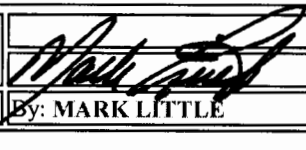
GATEWAY  
1414 Genessee St.  
Kansas City, MO 64102  
Attn: Sales  
VENDOR: Vendor Nbr:  
paul.bailey@gateway.com  
Phone: 800-246-2036  
Fax:  
Account Number: P00000057001

Wed Sep 01, 2004  
Contract From Date  
Fri Aug 31, 2007  
Contract To Date:

RFQ#: RFQ04300  
DOC#: PREQ8616

Buyer: MARK LITTLE 208 327 7359

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		0.00
	Total:			0.00
Blanket Comments:	<p>Contract for Bands 1 File/Print Servers, Mid-Range Servers, Band 2 Desktops, Laptops, Band 3 Printers, and Band 4 Solutions, pursuant to Western States Contracting Alliance (WSCA) and Minnesota Price Agreement No. A63308. The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis for a period of three years commencing September 1, 2004 and ending August 31, 2007.</p> <p>Contract Title:.....Gateway Computers Contract Usage Type:.....Optional Use Public Agency Clause: .....Yes Contract Administration:....Mark Little ---Phone Number:.....208-327-7465 ---E-Mail:.....mlittle@adm.state.id.us</p> <p>Contractor's Primary Contact ---Attn:.....Kris Mogensen ---Address:.....610 Gateway Drive ---City, State, Zip:.....N. Sioux City, SD 57042 Phone Number:.....800/ 846-2042 ext 28971 Fax Number:.....605/ 232-2203 E-Mail:.....kris.mogensen@gateway.com</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p>			
Item No	Description	Quantity UOM	Unit Price	EXTENSION

001	Bands 1 File/Print Servers, Mid Range servers, Band 2 Desktops, Laptops, Band 3 Printers and Band 4 Storage Solutions. ( 206-66 ) ( nt )	1 LOT	0.001	0.00
General Comments:	QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.			
	Order Placement Address: --Company Name:.....Gateway, Inc.. --Address:.....1414 Genessee --City, State, Zip:.....Kansas City, MO 64102 --Phone .....800/ 211-4952 ext 56450 --e-mail.....paul.larson@gateway.com or RMPS@gateway.com			
	Payment Address: --Company Name:..... Gateway, Inc --Address:..... 1414 Genessee --City, State, Zip:..... Kansas City, MO 64102			
	THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.			
	In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:  1. This Statewide Blanket Purchase Order document. 2. The state of Minnesota's original solicitation document. 3. The Contractor's signed bid, quotation, or offer.			
INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.				
Instructions: Freight / Handling Included in Price				
		By: MARK LITTLE		

**PARTICIPATING ADDENDUM**  
**State of Idaho Contract Number PADD1013**

**WESTERN STATES CONTRACTING ALLIANCE**  
**Gateway Companies**  
**MASTER PRICE AGREEMENT**  
**Minnesota Price Agreement Number A63308**

1. Scope: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the Minnesota price agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are Gateway Companies (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

Idaho Administration Reporting and Fees:

The contractor agrees to provide quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will raise the negotiated Minnesota Price Agreement prices by this amount. This report will be provided 30 calendar days from the close of the calendar quarter.

Applicable Law:

Notwithstanding Paragraph 5 (Order of Precedence) of Minnesota Price Agreement No. A63308, Paragraph 32 (Governing Law) of Minnesota Price Agreement No. A63308 is supplemented with the following, which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except

where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

3. Lease Agreements: A lease agreement has not been approved for use for procuring agencies within the State of Idaho.

4. This PA is not for major, large hardware or hardware and software offerings. Individual units/configurations cannot exceed \$50,000.00 each. Band 3 Printers cannot exceed \$25,000 per configuration. This is not a restriction on how many units/configurations that can be purchased, but on the value of each individual unit/configuration. This PA includes Bands 1 File/Print Servers, Mid-Range Servers, Band 2 Desktops, Laptops, Band 3 Printers, and Band 4 Storage Solutions per the Minnesota Price Agreement. It does not include LAN equipment and related software nor does it include **photocopiers, facsimile machines or multifunctional equipment** designed to include any combination of copying, printing, scanning, or faxing that is functionally equivalent to equipment available to State Agencies through the State of Idaho's existing Statewide Photocopier and/or Facsimile Contracts unless such equipment costs less than \$900.00, or is inkjet-based, or color capable. Requests for exceptions must be sent to the Division of Purchasing in writing by the requesting agency.

5. Primary Contact: The primary contact and administrator of this agreement for the State of Idaho is as follows:

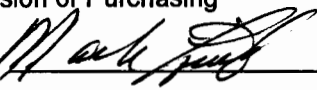
Mark Little, IT Purchasing Officer  
Division of Purchasing  
5569 Kendall Street (Zip 83706-1231)  
P O Box 83720  
Boise, ID 83720-0075  
Ph: 208-327-7359

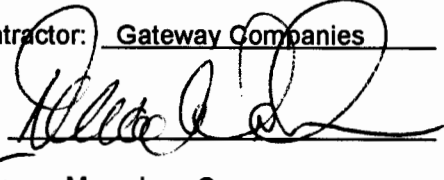
6. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

A63308 (Minnesota)  
PADD1013 (Idaho)

This PA and Minnesota Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Minnesota Price Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Minnesota Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Minnesota Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Idaho  
Division of Purchasing  
By:   
Name: Mark A. Little  
Title: I.T. Purchasing Officer  
Date: 9/24/04

Contractor: Gateway Companies  
By:   
Name: Mary Jane Sweeney  
Title: Senior Manager, Contracts  
Date: 9/23/04